

PRINTING AGREEMENT



Year of Printing: 20 25, 20 _____, 20 _____, 20 _____
 New Renewal Supplement Date 8/23/24

HERFF JONES, Inc. is authorized by this agreement to print and bind the specified publication during the term of this agreement with:

School Name: ST. MARY'S HIGH SCHOOL
 Address: _____
 City/State/Zip: _____
 Job Number: 11042
 Title of Publication: _____
 Enrollment: _____

SPECIFICATIONS

Program: ADVANTAGE PLUS
 Trim Size: 8 1/2 x 11
 Pages: 100 Copies: 325
 Submission Plan: _____
 QuickPanel Plus: Yes No
 Cover: _____

CORRESPOND WITH

Name: KATHRYN KEHN
 Title: YEARBOOK ADDRESS
 Address: _____
 City/State/Zip: _____
 Phone Number: _____
 E-mail: _____
 Fax Number: _____

Binding: _____
 Endsheets: _____
 Paper: _____
 Proofs: _____

SEND INVOICE TO

Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Phone Number: _____
 Tax Exempt Number: _____
 Pre-Payment Option Desired: Yes No

Base Price \$19,974.50

SHIPPING INFORMATION

Requested Ship Date: _____
 Ship Order To: _____
 Requested Kit Ship Date: _____
 Ship Kit To: _____

ADDITIONAL FEATURES

- EXAMPLE INCLUDES SHIPPING
 - 1st DEPOSIT DUE 11/11/24 - \$7,989.20
 - 2nd DEPOSIT DUE 3/10/25 - \$9,987.25
 - BALANCE DUE 60 DAYS AFTER RECEIVING FINAL INVOICE

Printing Agreement Total \$19,974.50

This agreement is subject to the terms and conditions listed on the reverse side and all specifications and prices herein are subject to the approval of both the school and Herff Jones, Inc. on an annual basis.

YEARBOOK PLANT USE: _____
 Customer Number _____ Date Received _____

Authorized School Representative	_____	Title	_____
Authorized School Administrator	_____	Title	_____
Authorized Company Representative	_____	Title	_____

TERMS AND CONDITIONS OF THIS AGREEMENT

The "Years Covered" by this contract are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each publication for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing ("Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by Customer when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon Herff Jones upon written acceptance by the Herff Jones printing facility of such specifications (including price). Herff Jones' printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If Customer has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and Herff Jones shall print the publication for such year on such basis.

Customer agrees to prepare all copy in strict accordance with instructions and materials furnished by Herff Jones. If this Agreement covers more than one (1) year, then, Herff Jones shall provide to the Customer fifteen (15) additional copies of each year's publication free of charge for the term of the agreement. If this Printing Agreement covers more than one (1) year, the Customer acknowledges that Herff Jones is relying upon the Customer's commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by Herff Jones have been met as specified. Ship Date for subsequent years covered will remain in same week, adjusted for calendar date shift. All Shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, Customer agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Herff Jones does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortuous or illegal. Therefore, Herff Jones reserves the right to refuse to print or otherwise prepare for publication any material which, in its opinion, might result in legal liability, and such refusal shall not constitute a breach of contract.

Customer acknowledges and agrees that Herff Jones may use reproduction, samples or copies of Customer's book for educational, recognition, marketing or other promotional purposes without compensation to Customer. Any future sales of the book or other uses of the book may be made by Herff Jones in its sole discretion and without any compensation to Customer.

Customer agrees to indemnify and hold harmless Herff Jones and its agents or employees (even if any of them should be held to be negligent or to have abused any qualified privilege or in any way participated in any wrong) from and against any and all claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees, in any manner resulting from or arising out of printing of any material submitted by the Customer or its representative. Customer also agrees upon notice from Herff Jones to defend against any demand, claim, action or proceeding that may be asserted or brought against Herff Jones as a result of its printing of material submitted by the Customer or its representative.

If Customer elects to use Herff Jones' proprietary computer software (eDesign) to submit yearbook copy to Herff Jones ("System"), then customer agrees as follows:

- a) Herff Jones will provide Customer the System User Subscription Agreement and Privacy Agreement;
- b) Customer's acceptance of the System's agreements will bind it;
- c) any Customer violation of the terms of the agreements will constitute a default by Customer of the terms of this printing agreement

This Agreement and any amendments may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person. The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.

EXHIBIT “A”

**JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM**

WHEREAS St. Martin High School is part of the Jackson County School District, a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, HERFF JONES, Inc., does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the Jackson County School District and HERFF JONES, Inc. (Job #11042; St. Martin High School; year of printing 2025) as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.

2. Renewal/Extension of Term: Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum.

3. Governing Law: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties.

4. Indemnity: To the extent prohibited by applicable law, the Jackson County School District shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify any entity or party to the contract, and shall not be liable under any scenario for the other party's legal fees.

5. Venue/Exclusive Jurisdiction: The Courts of the State of Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi. Further, any entity or business which contracts with the Jackson County School District submits to the personal jurisdiction of the courts of Jackson County, Mississippi.

6. No waiver of Warranties: To the maximum extent required under Mississippi law, any contract provision seeking to limit the Jackson County School District's recovery resulting from the breach of an express warranty or any implied warranty of merchantability or fitness for a particular purpose shall be of no force or effect.

7. No Waiver of Damages: To the maximum extent required under Mississippi law, supplemental terms or terms of use that may be referenced therein, any provision seeking to limit and/or waive the recovery by the Jackson County School District of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect.

8. Arbitration: The Jackson County School District shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the Jackson County School District to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

10. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation for a claim of material breach shall be of no force and effect.


11. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: To the maximum extent required under Mississippi Law, any provision seeking a waiver or to limit any rights and/or remedies of the Jackson County School District under the Uniform Commercial Code shall be of no force and effect.

12. Conflict of Terms: To the extent there is a conflict between the terms of this addendum or the terms of the contract, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

13. Amendment: As between HERFF JONES, Inc. and Jackson County School District, even if not specifically provided for herein, the terms, conditions and provisions of the HERFF JONES, Inc. Printing Agreement (Job #11042; St. Martin High School; year of printing 2025), HERFF JONES, Inc. Terms and Conditions (back of printing agreement) and any other documents made part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi

law as set forth in the Mississippi Constitution of 1890, the Mississippi Code of 1972, as amended, and as interpreted by the Attorney General of Mississippi and the Mississippi Supreme Court.

HERFF JONES, Inc.:

 SALES REP

NAME & TITLE (SIGNED)

JAMES OWEN SALES REP

NAME & TITLE (PRINT)

12/16/24

(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)